

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:

WILMA JEANNE MORRIS,

DEBTOR.

**Case No.: BK-18-13787-JDL
Chapter 13**

**AFFIDAVIT IN SUPPORT OF
ATTORNEY FEES AND COSTS**

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

I state under penalty of perjury on this 4th day of March, 2019, under the laws of Oklahoma that the following is true and correct.

1. I am a member of the law firm of Baer & Timberlake, P.C. and I am the attorney for QUICKEN LOANS INC. ("QUICKEN") in this matter.
2. I represented QUICKEN in this matter throughout the pendency of the matter to the present. I have personal knowledge concerning the events of representation of QUICKEN in this matter and make this affidavit based upon my personal knowledge and belief.
3. Baer & Timberlake, P.C. maintains contractual arrangements with its mortgage servicing clients to provide certain legal services pursuant to industry standard "flat fee" schedules. As such, Affiant and staff do not keep individual daily time records for these matters. However, detailed and contemporaneous records are maintained of all actions and tasks undertaken on each file; Affiant and staff are intimately familiar with the work required to accomplish said actions and tasks for this type of matter, the amount of time required to complete each; and Affiant and staff record contemporaneous notes in Baer & Timberlake's systems documenting all work completed. Using this knowledge of the work required to accomplish each task, the amount of time required to complete each task and reviewing the contemporaneous notes made for each task, Time Reports summarizing the time spent by Baer & Timberlake, P.C. on this file has been generated and is attached hereto.
4. The hourly fee Baer & Timberlake, P.C. charges QUICKEN is \$275.00 per hour, which is reasonable for a firm with more than 50 years of experience with emphasis in default mortgage servicing. Absent an agreement to the contrary, experienced attorneys at Baer & Timberlake, P.C. charge \$350.00 per hour and staff charges

\$125.00 per hour, which is reasonable for a firm with more than 50 years of experience with emphasis in default mortgage servicing. The Time Reports attached hereto as Exhibits "A-1" and "A-2" to the best of my knowledge and belief and based upon my experience practicing law (as more fully detailed below), accurately represents the specific work completed and time required for the services provided by Baer & Timberlake, P.C. on this matter.

5. As set forth in Exhibit "A-1", Baer & Timberlake, P.C. expended a total of 1.30 hours in reviewing Debtor's Plan. All of this time was incurred by Affiant and staff of Baer & Timberlake, P.C. in reviewing Debtor's Plan herein. If Baer & Timberlake, P.C. were to charge its contractual hourly rate of \$275.00, the amount charged would be \$357.50. However, if Baer & Timberlake, P.C. did not have an agreement in place with QUICKEN, and billed at the rates of \$350.00 per hour for attorneys and \$125.00 per hour for staff, the amount charged would be \$286.25. Per its contractual "flat fee" arrangement, a fee of \$150 was charged and included in the Post Petition Fee Notice and is a customary and reasonable charge for the services rendered.
6. As set forth in Exhibit "A-2", Baer & Timberlake, P.C. expended a total of 5.45 hours in preparing QUICKEN's Proof of Claim. All of this time was incurred by Baer & Timberlake, P.C. in preparing QUICKEN's Proof of Claim. If Baer & Timberlake, P.C. were to charge its contractual hourly rate of \$275.00, the amount charged would be \$1,498.75. However, if Baer & Timberlake, P.C. did not have an agreement in place with QUICKEN, and billed at the rates of \$350.00 per hour for attorneys and \$125.00 per hour for staff, the amount charged would be \$895.00. Per its contractual "flat fee" arrangement, a fee of \$750.00 was charged and included in the Post Petition Fee Notice and is a customary and reasonable charge for the services rendered.
7. The hours expended by Baer & Timberlake, P.C. as set forth on the Report (6.75 hours) were reasonable and necessarily incurred in accordance with standards in the legal community in the state of Oklahoma for work under similar circumstances. The hourly rates are either the contractual rates for QUICKEN or, absent an agreement to the contrary, the standard rates for the attorney, associate, paralegal and/or staff who worked for QUICKEN in this case and are reasonable for the services provided given due effect to the facts and circumstances of the case.
8. The case required knowledge in the area of bankruptcy, real property law and foreclosure. The emphasis of Affiant's practice is bankruptcy, foreclosure, real property litigation and general litigation. Affiant has been practicing law for approximately 26 years.

9. I have had a professional relationship with the client for many years and I have been a member of the Oklahoma bar since 1992. Since my admission to the bar, I practiced with Tolle & Parish in Okemah, Oklahoma from 1992 until 2000. Thereafter, I practiced with Kivell, Rayment & Francis in Tulsa, Oklahoma until March 2003. I have been a member of Baer & Timberlake, P.C. from March 2003 until the present.

Further Affiant sayeth not.



Matthew J. Hudspeth